

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2021-263-T**

Application of Willie Banks d/b/a Its About Time Delivery for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier

**PREFILED DIRECT
TESTIMONY
OF WILLE BANKS**

1 **Q. Please state your name, employer, and business address.**

2 **A. My name is Willie Banks I am the owner of Its About Time Delivery (“Its About Time”)**
3 **located at 1059 Edenbrooke Circle, Anderson, South Carolina (29621).**

4 **Q. What is the purpose of your testimony?**

5 **A. I am testifying in support of Its About Time’s Application for a Class E Certificate of**
6 **Public Convenience and Necessity with statewide authority.**

7 **Q. Please tell the Commission about your education and work history?**

8 **A. I am a high school graduate of Seneca Senior High School. After high school, I**
9 **completed some college work. I am currently a truck driver. I have been driving trucks for 15**
10 **years.**

11 **Q. Please describe the services Its About Time would like to provide.**

12 **A. Its About Time will provide all services associated with household goods moving such as**
13 **packing, unpacking, and physical labor.**

14 **Q. Do you have any experience providing moving services?**

15 **A. Yes. I have been provided contract labor with various moving companies.**

16 **Q. How many employees will Its About Time have?**

1 A. Its About Time will initially have 8 employees.

2 **Q. How will you train your employees?**

3 A. I will train my employees via various methods. These methods include hand on
4 demonstration and practice of how to properly lift household goods and well as protection of
5 those goods.

6 **Q. Does Its About Time own or lease any vehicles?**

7 A. Yes, Its About Time owns a 2004 Isuzu NPR Box Truck and 2000 GMC C-Series Box
8 Truck.

9 **Q. Does Its About Time plan to acquire other vehicles?**

10 A. Possibly.

11 **Q. Will Its About Time be insured?**

12 A. Yes, an insurance quote is attached to Its About Time's Application.

13 **Q. Has Its About Time submitted a tariff?**

14 A. Yes. A tariff is attached as Exhibit A.

15 **Q. How did you arrive at the rates and charges in your tariff?**

16 A. The proposed rates reflect operating costs, fuel, labor, and packing materials. The U.S.
17 economy's inflation rate is 5.4% in 2021.¹ Gasoline prices rose 41.8% in 2021, and diesel prices
18 are up 38.48% over the past twelve months.^{2 3} In addition, the unemployment rate in the
19 Greenville Metropolitan Statistical Area, which covers Greenville, Pickens, Anderson and

¹ US Inflation Calculator, <https://www.usinflationcalculator.com/inflation/current-inflation-rates/> (September 7, 2021).

² Gasoline Inflation in the United States (1968-2021)
<https://www.usinflationcalculator.com/inflation/gasoline-inflation-in-the-united-states/> (September 7, 2021).

US Bureau of Labor Statistics, Economy at a Glance, Columbia, SC
https://www.bls.gov/regions/southeast/sc_columbia_msa.htm

³ US Retail Diesel Price, Week of September 13, 2021;
https://ycharts.com/indicators/us_retail_diesel_price

Laurens counties was 3.7% in August 2021, making labor in high demand. The low unemployment rate has caused wages to go up; the US Bureau of Labor Statistics' Employment Cost Index Summary shows compensation has risen nearly 3% from June 2020 to June 2021.⁴ South Carolina's recent labor shortage is also well documented.⁵

Q. How will you quote the cost of a move to a customer?

A. Its About Time will only provide an estimated cost of a move; not a fixed price. Our quotes are based upon square footage, moving experience and what clients convey they need moved. On-site estimates will be performed if deemed necessary.

Q. Does Its About Time have a Bill of Lading?

A. Yes, I've attached a Bill of Lading form to my testimony as Exhibit B.

Q. Will Its About Time provide a Bill of Lading for each move it conducts?

A. Yes.

Q. Why do you believe there is a need for Its About Time's services in South Carolina?

A. As the housing market rebounds from the recession, more people need the services of good moving companies. As the housing market rebounds from the recession, more people need to the services of good moving companies. According to the Federal Reserve, the state's unemployment rate is 4.3% and real personal income is up 17.45% since the same time last year. See South Carolina Snapshot, September 2021 Federal Reserve Bank of Richmond. According to the 2020 census, South Carolina grew by over 10% since 2010, the tenth fastest growth in the

⁴ US Bureau of Labor Statistics Economic News Release, July 30, 2021.
<https://www.bls.gov/news.release/eci.nr0.htm>

⁵ See e.g. "Midlands in desperate need for bus drivers as some students wait nearly an hour at bus stops" News19, September 27, 2021,
<https://www.wltx.com/article/news/education/bus-drivers-needed-nearly-hour-wait-at-bus-stops/101-dbb03971-7d53-4850-96a4-e085090d18db>.

"Hospitality among S.C. industries still feeling worker shortage crunch" Columbia Regional Business Report, September 14, 2021.

1 nation. See www.census.gov. These numbers suggest that demand for qualified movers will be
2 strong.

3 **Q. How will Its About Time reach its customers?**

4 **A.** We plan to market Its About Time with social media advertising.

5 **Q. Is Its About Time financially able to provide service to the public?**

6 **A.** Yes. As shown on our application, Its About Time is financially viable.

7 **Q. Are there any outstanding court orders or judgments against you?**

8 **A.** No.

9 **Q. Are you aware of any complaints filed against Its About Time or you with the Better
10 Business Bureau, the Chamber of Commerce, or any state or municipal court or agency?**

11 **A.** No.

12 **Q. Have you ever been convicted of a crime?**

13 **A.** Yes.

14 **Q. Have you been convicted of any serious driving offenses.**

15 **A.** No. I have a Class A Commercial Driver's License and there are no points on my record.
16 I have attached a 10-year Driving Record is attached as Exhibit C.

17 **Q. Are you familiar with, and do you agree to comply with, the statutes and regulations
18 that govern the operation of intrastate household goods movers in South Carolina?**

19 **A.** Yes, and Its About Time will comply with them.

20 **Q. Have you published a notice of Its About Time's application?**

21 **A.** Yes. A notice of Its About Time's application was published in the *Post and Courier*
22 newspaper on September 2, 2021 and an affidavit of publication has been filed with the
23 Commission.

1 **Q. What is Its About Time's plan for the next five years?**

2 A. Its About Time will continue to grow in the moving sector and provide jobs in our
3 communities.

4 **Q. Does this conclude your testimony?**

5 A. Yes.

Exhibit A
Tariff

Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods
Tariff

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO

CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN

THE STATE OF SOUTH CAROLINA

Date Proposed: 10/18/2021

Effective Date: _____

Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods Tariff

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Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Willie Banks d/b/a Its About Time Delivery ("Its About Time"). These services are furnished between points and places in all South Carolina counties.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Its About Time office location, and includes the movers estimate return time to the office location.

Number of Movers	Hourly Weekday Charge	Hourly Weekend Charge (Saturday & Sunday)
Two Men and a Truck	\$140.00	\$160.00
Three Men and a Truck	\$175.00	\$195.00
Four Men and a Truck	\$200.00	\$220.00
Each Additional Man	\$40.00 per man/per hr.	\$ 40.00 per man/per hr.

Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods Tariff

1.2 Office Hours / Minimum Hourly Charges:

Monday- Thursday	Three-Hour Minimum Charge
Friday- Sunday	Four-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Its About Time will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) - \$70.00
- Golf Carts - \$150
- Pianos - \$275

Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods Tariff

2.2 Elevator or Stair Carry

Its About Time charges an additional fee of \$25 per flight of stairs for elevator or stair carry.

2.3 Excessive Distance or Long Carry Charges

Its About Time does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Its About Time charges an additional fee of \$75 per stop for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Its About Time does not charge a separate fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

2.5.2 Its About Time is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Its About Time reserves the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods Tariff

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Its About Time.

SECTION 3

3.0 Rules and Regulations

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 14 days of the move. Its About Time must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Its About Time reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Its About Time immediately. Its About Time will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 14 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Its About Time's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods Tariff

3.3 Governing Publications

Its About Time's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Valuation

3.4.1. Standard. Its About Time Delivery maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of Its About Time Delivery will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound.. This value is often less than the actual value of your article(s).

3.4.2. Additional coverage is available upon request, or may be obtained from third-party providers

3.5 Items of Particular Value

Its About Time does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Its About Time will not accept responsibility for safe delivery of such articles if they come into Its About Time's possession with or without Its About Time's knowledge.

3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Its About Time's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods Tariff

3.7 Delays

Its About Time shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 Promotions

Its About Time shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active-duty military, disabled veterans, and senior citizens (age 65 or over) that provide proper proof of same. Extra chargeable items will follow rates in Section 2. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Its About Time office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

Weekday (Mon-Friday)

Number of Movers	Hourly Rate
Two Men and a Truck	\$120.00
Three Men and a Truck	\$155.00
Four Men and a Truck	\$180.00
Each Additional Man	\$35.00 per man/per hour

Weekend (Sat-Sunday)

Number of Movers	Hourly Rate
Two Men and a Truck	\$140.00
Three Men and a Truck	\$175.00
Four Men and a Truck	\$200.00
Each Additional Man	\$35.00 per man/per hour

Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods Tariff

APPENDIX A

PRICING FOR PACKING MATERIALS:	
Boxes (Small, Medium, Large)	\$2.00 per box
Wardrobe Box	\$2.00 per box
Packing Paper ((30in x 24in)	\$10.00 per roll
Bubble Wrap (12in x 10in)	\$5.00 per roll
Tape	\$4.00 per roll
Shrink Wrap	\$25 per roll
Mattress Bags	\$10 per bag
Mirror Carton Box	\$5 per carton (includes 4 pieces)
Paper Pads	\$10 per /pad
Wine/Bottle Boxes	\$10 per box
TV Boxes	\$25 per/box
Tall Boxes (for rugs, carpet rolls, fishing poles)	\$5/per box
Picture Boxes	\$10/per box

Date Proposed: 10/18/2021

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Effective Date: _____

Exhibit B
Bill of Lading

PSC

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

Willie Banks d/b/a Its About Time Delivery
1059 Edenbrooke Circle
Anderson, SC 29621
itsabouttimedelivery@gmail.com
PHONE: 864-488-1442

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SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

NOTIFICATION OF WEIGHT & CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

NOTIFY _____ TEL. _____
ADDRESS _____

RECEIVED _____
SUBJECT TO _____ ROUTING _____

GENERAL
CONDITIONS:

CONSIGNED TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
PREFERRED DELIVERY DATE(S) _____
OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
BILL CHARGES TO _____

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF, SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING _____ THE CARRIER'S LI-
ABILITY FOR LOSS AND DAMAGE WILL BE 60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____
Shipper _____ Date _____

TIME RECORD

START _____
FINISH _____
AM AM Customers Initials
PM PM Customers Initials

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

OVERTIME SERVICES

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION _____ MILES				
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE) <input type="checkbox"/> ORIG. <input type="checkbox"/> DEST.				
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____				
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE _____				

APPLIANCE SERVICES

ORIGIN DUE _____
DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE <input type="checkbox"/> , FROM WHSE <input type="checkbox"/> , ORIG <input type="checkbox"/> , DEST <input type="checkbox"/> MI	QUANTITY
BARRELS	5
CARTONS LESS THAN 1 1/2	
CARTONS 1 1/2	
CARTONS 3	
CARTONS 4 1/2	
CARTONS 6	
CRIB MATTRESS	
WARDROBES (USE OF)	
MATTRESS CARTON NOT EXCEEDING 39 x 75	
MATTRESS CARTON NOT EXCEEDING 54 x 75	
MATTRESS CARTON EXCEEDING 54 x 75	
CRATES	
MIRROR CARTONS	
TOTAL PACKING	

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE _____

BY _____ PER _____ DATE _____
(WAREHOUSEMAN'S SIGNATURE)

CONTRACT TERMS AND CONDITIONS

Sec.1. (a) The carrier or party in possession of any of the property herein described ("the Property") shall be liable as at common law for any loss thereof or damage thereto, except as provided hereinafter and in the terms of the carrier's tariff.

(b) No carrier or party in possession of all or any of the Property shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature, or defect, of the Property. Except in case of negligence of the carrier or party in possession of all or any of the Property shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such Property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the Property shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the Property.

(e) In case of quarantine, the Property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities and in such case, carrier's responsibility shall cease when the Property is so discharged, or Property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to Property shall be borne by the owners at the Property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may have to pay, by reason of the introduction of the Property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said Property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value lower than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the Property when the loss, damage, injury or delay occurred within 14 days after delivery of the Property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon under the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable because of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of said Property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Unless such service is required as the result of carrier's negligence, all Property shall be subject to necessary cooperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the Property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the Property for delivery at destination, or at the time tendered for delivery of the Property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. If the consignee cannot be found at the address given for delivery, then in that event, notice of placing such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such Property has been placed, subject to this paragraph.

(b) Where nonperishable Property transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or the consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the Property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the Property has been refused or remains unclaimed and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the Property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after the notice that the Property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable Property transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly at the carrier may, in its discretion, to prevent deterioration, or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the Property or the failure to receive it and request for disposition of the Property, such notification shall be given, in such manner as the exercise of due diligence requires before the Property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is impossible, it is agreed that nothing in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the Property under such circumstances and in such manner as authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense; and should there be a balance shall be paid to the owner of the Property sold.

(f) Where the carrier is directed to load Property from (or render any services at) a place or places at which the consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(g) Where the carrier is directed to unload or deliver Property (or render any services) at the place or places at which the consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on the Property; but, except in those instances where it lawfully may do so, no carrier shall deliver or relinquish possession at destination of the Property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said Property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of the Property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the Property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in the Property, and, (b) before delivery of the Property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of the Property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

Exhibit C
10 Yr. Driving Record



UNOFFICIAL 10 YEAR DRIVER RECORD (Web)

Customer No: 22170156		Driver License No: 4081337	
Name: BANKS, WILLIE			
Address: 1059 EDENBROOKE CIR			
City: ANDERSON	State: SC	Zip: 296214180	
County: ANDERSON	Sex: M	Driver Training: N	
DOB: 05/15/1973			
Status - DL: NO SUSPENSION	CDL: NO DISQUALIFICATION	MED: CERTIFIED	

License Information

Type	Class	Function	Issued	Expires	First Issued	Restr.	Endor.	Document Identifier (ACN / DDN)
Current								
CDL	A	Renewal	05/26/2020	05/26/2028	03/02/2007	N	N	0400040104279969385
Prior								
CDL	A	Renewal	05/14/2015	05/15/2020	03/02/2007	N	N	1011425500046683
CDL	A	Duplicate	11/04/2016	05/15/2020	03/02/2007	N	N	1011605000009854
CDL	A	Modify	09/10/2018	05/15/2020	03/02/2007	N	N	0400040404247348748
CDL	A	Renewal	04/08/2010	05/15/2015	03/02/2007	N	N	N/A
CDL	A	Duplicate	02/07/2014	05/15/2015	03/02/2007	N	N	1011316100045798
CDL	A	Duplicate	03/19/2014	05/15/2015	03/02/2007	N	N	1011316800055193
CDL	A	BP to DL	03/02/2007	05/15/2012	03/02/2007	N	N	N/A
CDL	A	Returned	03/02/2007	05/15/2012	03/02/2007	N	N	N/A
CBP	A	Returned	02/15/2007	08/15/2007	02/15/2007	N	N	N/A
CBP	A	Original	02/15/2007	08/15/2007	02/15/2007	N	N	N/A
DL	D	Returned	10/07/2005	05/15/2015	05/15/1997	N	N	N/A
DL	D	Renewal	10/07/2005	05/15/2015	05/15/1997	N	N	N/A
DL	D	Reissue	10/07/2005	05/15/2015	05/15/1997	N	N	N/A
DL	D	Renewal	05/15/2002	05/15/2007	05/15/1997	N	N	N/A
DL	D	Duplicate	03/08/2005	05/15/2007	05/15/1997	N	N	N/A
DL	D	Returned	05/15/2002	05/15/2007	05/15/1997	N	N	N/A
BP	M	Returned	09/14/2000	09/14/2001	09/14/2000	N	N	N/A
BP	M	Renewal	09/14/2000	09/14/2001	09/14/2000	N	N	N/A

Self Certification: NON-EXCEPTED INTERSTATE **Medical Certificate Status:** CERTIFIED

Issue Date: 12/12/2019 **Expiration Date:** 12/12/2021
National Registry No: 1917087375

Medical Examiner Information

MD License No : 20394	Juris: SC
Last Name : LOCKE	
First Name : TONIA	
Middle Name :	
Suffix :	
Telephone No : 864-225-7878	Specialty: ADVANCED PRACTICE NURSE

Address Change -

Address: 854 ISSAQUEENA TRL APT 207 **Date Changed:** 09/10/2018
City: CENTRAL **State:** SC **Zip:** 296309365

UNOFFICIAL 10 YEAR DRIVER RECORD (Web)**Customer No:** 22170156**Driver License No:** 4081337**Name:** BANKS, WILLIE**Address Change -**

Date Changed: 09/08/2012

Address: 208 HAGAN ST**City:** SENECA**State:** SC**Zip:** 296783148**Address Change -**

Date Changed: 06/10/2013

Address: 908 CRESTVIEW RD APT A1**City:** EASLEY**State:** SC**Zip:** 296423203**Address Change -**

Date Changed: 02/16/2016

Address: 208 HAGAN ST**City:** SENECA**State:** SC**Zip:** 296783148**Address Change -**

Date Changed: 03/09/2018

Address: 854 ISSAQUEENA TRL APT 401**City:** CENTRAL**State:** SC**Zip:** 296308782**Point Summary****Total Current Points:** 0**Driver Credit:** -0**Adjusted Current Points:** 0**ACC:** REPORTABLE**Accident:** 01/10/2013**Accident Case Number:** 13000651**Posted:** 01/24/2013**FR-10 Audit Number:** D-107713**Accident Jurisdiction:** SC **Acc Loc Ref:** SCHDPT**Contributed:** Y**VIOL:** 475 - Careless or negligent driving**Ticket#:** 81459FH**Violation:** 05/17/2012 **Conviction:** 07/25/2012**Recd:** 08/31/2012 **Post:** 09/10/2012**ACD:** M81 **Conviction Loc Ref:****Conviction Reference:****Conviction State:** SC**Court Type:** Municipal Court***End of Report***